

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer David G. Watumull, Jr.,
Business Address 3661A Woodlawn Drive, Honolulu, Hawaii 96822

Project Name (*): The 3661 Woodlawn Drive Project
Address: 3661, 3661A and 3661B Woodlawn Drive, Honolulu, Hawaii 96822

Registration No. 5112
(Conversion)

Effective date: March 11, 2010
Expiration date: April 11, 2011

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports: Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

- PRELIMINARY:** The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
(yellow)
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.
(white)
- ☐ No prior reports have been issued.
☐ This report supersedes all prior public reports.
☐ This report must be read together with _____
- X **SUPPLEMENTARY:** This report updates information contained in the:
(pink)
- ☐ Preliminary Public Report dated: _____
☒ Final Public Report dated: July 1, 2003
☐ Supplementary Public Report dated: _____
- And ☒ Supersedes all prior public reports.
☐ Must be read together with _____
☐ This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2634 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

☐ Required and attached to this report ☒ Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

☐ No prior reports have been issued by the developer.

☒ Changes made are as follows:

Changes made since issuance of the Final Public Report:

1. Unit C will be marketed and sold. The broker information for Unit C has been added to Page 5. There were no sales of units in the project after the issuance of the Final Public Report. There were no sales of units in the project after expiration of the Final Public Report.
2. Developer has recorded an Amended and Restated Declaration of Condominium Property Regime for the project ("Amended Declaration"). Among other things, the Amended Declaration revised the descriptions of the Units, adjusted the percentage common interest appurtenant to each Unit, revised the percent of common interests necessary to amend the Amended Declaration, added and re-assigned parking stalls appurtenant to each Unit, and made various other revisions to the declaration. Pages 6, 11, 12, and 14, and Exhibits A, B, and C of this Supplementary Public Report reflect the corresponding changes resulting from the Amended Declaration.
3. The Amended Declaration also amended the condominium map site plan, which site plan has been revised to conform to (i) re-designate the Limited Common Area for each of the three Units, and (ii) add two new parking stalls and re-align remaining parking stalls as provided in the Amended Declaration. There are now 3 guest parking stalls for the project.
4. Exhibit G has been revised to note the current estimate on maintenance fees. Purchasers should note that the Amended Declaration provides that common expenses shall be assessed against each owner as such expenses are incurred (see Paragraph L of Amended Declaration). There are no set monthly assessments.
5. Updated title reports have been submitted to the Real Estate Commission covering Units A, B and C. Exhibit "D" has been amended to show the encumbrances against each Unit.
6. Information on blanket liens has been amended as indicated on Page 15.
7. This Supplementary Public Report reactivates Registration No. 5112 and updates the information therein.
8. **Special Notice.** Developer's Final Public Report expired on August 1, 2004. Pursuant to Section 16-107-19, Hawaii Administrative Rules, sales contracts executed during the period that the public report was not in effect may be rescinded at the option of the purchaser and all monies refunded to the purchaser. The purchaser's right to rescind under this rule shall be void thirty (30) calendar days after receipt of written notification of these rights from the Developer or Developer's real estate agent.

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable City and County codes, ordinances, and subdivision requirements have necessarily been complied with.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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Exhibit A:	Description of Buildings and the Apartments
Exhibit B:	The Common Elements
Exhibit C:	Permitted Alterations to an Apartment or Lot Area
Exhibit D:	Encumbrances Against Title
Exhibit E:	Summary of Sales Contract
Exhibit F:	Summary of Escrow Agreement
Exhibit G:	Estimate of Initial Maintenance Fees and Estimate of Maintenance Fee Disbursements
Exhibit H:	Letter dated November 27, 2001 from Tom Hackett, Architect
Exhibit I:	Department of Planning & Permitting Letter dated December 3, 2002

General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: David G. Watumull, Jr. Phone: (808) 792-1325
Name* (Business)
3661A Woodlawn Drive
Business Address
Honolulu, Hawaii 96822

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

N/A

Real Estate
Broker*: East Oahu Realty (for Unit C only) Phone: (808) 396-2000
Name (Business)
6600 Kalanianaʻole Hwy., Suite 114
Business Address
Honolulu, Hawaii 96825

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
235 Queen Street
Business Address
Honolulu, Hawaii 96813

General
Contractor*: N/A Phone: N/A
Name (Business)
Business Address

Condominium
Managing
Agent*: (self-managed by the AOA) Phone: N/A
Name (Business)
Business Address

Attorney for
Developer: Aaron M. Shumway, Ashford & Wriston LLP Phone: (808) 539-0400
Name (Business)
1099 Alakea Street, Suite 1400
Business Address
Honolulu, Hawaii 96813

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be and in most cases are, enforceable in a court of law.

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

☐ Proposed

☐ Recorded - Bureau of Conveyances:

Document No. _____

Book _____ Page _____

☒ Filed - Land Court:

Document No. 2810546

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

Amendment to Declaration of Condominium Property Regime of The 3661 Woodlawn Drive Project and Condominium Map No. 1478, dated February 20, 2003, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2923408.

Amendment and Restatement of Declaration of Condominium Property Regime of The 3661 Woodlawn Drive Project and Condominium Map No. 1478, dated January 25, 2010, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3935314.

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

☐ Proposed

☐ Recorded - Bureau of Conveyances Condo Map No. _____

☒ Filed - Land Court Condo Map No. 1478

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

Amendment to Condominium Map No. 1478 (see Document No. 2923408).

Amendment to Condominium Map No. 1478 (see Document No. 3935314).

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

☐ Proposed

☐ Recorded - Bureau of Conveyances:

Document No. _____

Book _____ Page _____

☒ Filed - Land Court:

Document No. 2810547

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

☐ Proposed ☒ Adopted ☐ Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>67%**</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Board may change.</u>

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

**** Pursuant to Section 514B-23(a), HRS, the declaration of any condominium created before July 1, 2006 may be amended to achieve any result permitted by Chapter 514B, regardless of what applicable law provided before July 1, 2006. Section 514B-32(11), HRS, permits a declaration to be amended by the vote of 67% of the common interest. In order to achieve that result, the Amended Declaration lowered the percentage of common interest required to amend the declaration from 75% to 67%.**

2. **Developer:**

☒ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

☐ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- [X] Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- [] Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

For Sub-leaseholds:

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: ☐ Canceled ☐ Foreclosed
- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- [] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

☐ Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 3661, 3661A and 3661B Woodlawn Drive Tax Map Key (TMK): (1) 2-9-59-78, CPR 1, 2 & 3

☐ Address ☐ TMK is expected to change because _____

Land Area: 41,518

☒ square feet

☐ acre(s) Zoning: R-10

Fee Owner Rann Jonathan Watumull, Successor Trustee (Unit C)
David G. Watumull, Jr., Trustee (Unit A)
Alan Thomas Rosehill and Melanie Watumull Rosehill (Unit B)
Name

Lessor N/A
Name
Business Address

C. **Buildings and Other Improvements:**

1. ☐ New Building(s)
☒ Conversion of Existing Building(s)
☐ Both New Building(s) and Conversion.

2. Number of Buildings: 2 Floors Per Building: 1 and 2

☒ Exhibit A contains further explanations.

3. Principal Construction Material:

☒ Concrete ☐ Hollow Tile ☒ Wood

☒ Other Glass

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural*	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other: Shed	<u> </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are these use(s) specifically permitted by the project's Declaration or Bylaws?

☒ Yes ☐ No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

☒ Pets: Allowed but none to be kept, bred or used for any commercial purpose.

☐ Number of Occupants: _____

☐ Other: _____

☐ There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0

Stairways: 1 in each unit

Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Unit A	<u>1</u>	<u>3/2</u>	<u>2,300</u>	<u>620</u>	<u>Lanais</u>
Unit B	<u>1</u>	<u>6/4</u>	<u>3,480</u>	<u>485/882</u>	<u>Lanai & Storage/Workshop</u>
Unit C	<u>1</u>	<u>4/3.5</u>	<u>2,239</u>	<u>384/408</u>	<u>Lanai/Carport</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 3

*** Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment: Each apartment is contained within its own building or the portion of the building which it is a part, as described in Exhibit A.

Permitted Alterations to Apartments: See Exhibit C.

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 11

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>TOTAL</u>
Assigned (for each unit)	<u>2</u>	<u>6</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>8</u>
Guest	<u> </u>	<u>3</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>3</u>
Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other: <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Covered & Open:	<u>11</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>11</u>

Each apartment will have the exclusive use of at least 2 parking stall(s). Buyers are encouraged to find out which stall(s) will be available for their use.

☐ Commercial parking garage permitted in condominium project.

☐ Exhibit contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

☐ There are no recreational or common facilities.

☐ Swimming pool ☐ Storage Area ☐ Recreation Area

☐ Laundry Area ☐ Tennis Court ☐ Trash Chute/Enclosure(s)

☒ Other: Private Park

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations:

☒ There are no violations. ☐ Violations will not be cured.

☐ Violations and cost to cure are listed below: ☐ Violations will be cured by
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

See inspection letter of Tom Hackett attached hereto as Exhibit H.

11. Conformance to Present Zoning Code:

a. ☐ No variances to zoning code have been granted.

☒ Variance(s) to zoning code was/were granted as follows:

A variance was granted on August 25, 1992, to permit three (3) dwelling units within the property for the life of the structure only. See Exhibit I.

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> X </u>	<u> </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

☒ described in Exhibit B

☐ as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

☐ There are no limited common elements in this project.

☒ The limited common elements and the apartments which use them, as described in the Declaration, are:

☐ described in Exhibit B.

☐ as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

☐ described in Exhibit _____.

☒ as follows:

Unit A: thirty-three and one-third percent (33⅓%)
Unit B: thirty-three and one-third percent (33⅓%)
Unit C: thirty-three and one-third percent (33⅓%)

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit D describes the encumbrances against the title to the individual units contained in the following title reports:

1. Unit A - Title report dated February 4, 2010 issued by Title Guaranty of Hawaii, Inc.
2. Unit B - Title report dated February 4, 2010 issued by Title Guaranty of Hawaii, Inc.
3. Unit C - Title report dated February 4, 2010 issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	Each Unit is encumbered by its own separate mortgage. If a seller defaults or if the mortgage is foreclosed on any Unit after a purchaser signs a contract but prior to the conveyance of Unit to the purchaser, purchaser shall have the right, as set forth in the sales contract, to bring an action against seller for damages for breach of contract, or to file and maintain a suit against Seller for specific performance of the contract.

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: NONE.
2. Appliances: NONE.

G. **Status of Construction** and Date of Completion or Estimated Date of Completion:

Unit A was constructed in 1985. Unit C was constructed in 1957. Unit B was constructed in 1993, after a variance was obtained. See Exhibit I.

H. **Project Phases:**

The developer ☐ has ☒ has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

☐ not affiliated with the Developer ☐ the Developer or Developer's affiliate
☒ self-managed by the Association of Apartment Owners ☐ Other: _____

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit G contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

☐ None ☐ Electricity (___ Common Elements only ___ Common Elements & Apartments)
☐ Gas (___ Common Elements only ___ Common Elements & Apartments)
☒ Water ☐ Sewer ☐ Television Cable
☐ Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

- ☐ Notice to Owner Occupants
- ☒ Specimen Sales Contract
Exhibit E contains a summary of the pertinent provisions of the sales contract.
- ☒ Escrow Agreement dated April 21, 2003.
Exhibit F contains a summary of the pertinent provisions of the escrow agreement.
- ☐ Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
 - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
 - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other: _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Supplementary Public Report is a part of Registration No. 5112 filed with the Real Estate Commission on June 4, 2003.

Reproduction of Report. When reproduced, this report must be on:

☐ YELLOW paper stock

☐ WHITE paper stock

☒ PINK paper stock

C. **Additional Information Not Covered Above**

1. **Disclosure re Selection of Real Estate Broker**

At the present time each apartment is separately owned. The owner of Unit C intends to sell his unit. The real estate broker for Unit C is listed on Page 5, and a listing agreement is on file with the Real Estate Commission. The remaining owners do not plan to sell such owner's apartment at the present time.

This public report shall not bind a purchaser to the sale of any apartment until (1) the Developer first submits to the Real Estate Commission a duly executed disclosure abstract identifying the designated sales agent, and a duly executed copy of a broker listing agreement with a Hawaii-licensed real estate broker, and (2) gives a copy of said disclosure abstract to the purchaser together with a copy of the Public Report.

If any owner represents himself, herself or themselves, however, no abstract need be given to the purchaser, as all necessary disclosures are covered in this report.

2. **Inspection Report of the Department of Planning & Permitting (DPP)**

Since the issuance of both the Architect's Report and the DPP Letter attached hereto as Exhibits H & I, respectively, the Developer states that no material changes have occurred that would make either letter misleading in any material respect.

The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)

- D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

DAVID G. WATUMULL, JR.

Printed Name of Developer

By: David G. Watumull, Jr. 3/10/16
Duly Authorized Signatory* Date

DAVID G. WATUMULL, JR.

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.**

EXHIBIT A

Description of Buildings and the Apartments

The buildings of the Project will consist of three dwellings and one attached carport:

1. Unit A consists of a two-story polehouse with no basement.
2. Unit B consists of a two-story building with no basement. Unit B is attached to a one-story building containing Unit C.
3. Unit C consists of a one-story building and attached carport with no basement. Unit C is attached to a two-story building containing Unit B.

The apartments are located as shown on the Condominium Map and are described as Unit A, Unit B, and Unit C. The street address of Unit A is 3661A Woodlawn Drive, Honolulu, Hawaii 96822. The street address of Unit B is 3661B Woodlawn Drive, Honolulu, Hawaii 96822. The street address of Unit C is 3661 Woodlawn Drive, Honolulu, Hawaii 96822.

Unit A is located farthest from Woodlawn Drive as shown on the Condominium Map and consists of thirteen (13) rooms (a foyer, three (3) bedrooms, two (2) bathrooms, a laundry room and a storage room on the lower level which is connected by an interior stairway to a living/dining room, a kitchen, a pantry, a family room and a powder room on the upper level). Unit A contains an approximate net living floor area of 2,300 square feet. The lanai on the lower level and the lanai on the upper level contain a combined area of approximately 620 square feet.

Unit B is located mauka of Unit C as shown on the Condominium Map and consists of sixteen (16) rooms (a foyer, a powder room, a living/dining room, a kitchen, a guest room, a bathroom, a workshop and a covered lanai with a storage area on the lower level which is connected by an interior stairway to six (6) bedrooms and three (3) bathrooms on the upper level). Unit B contains an approximate net living floor area of 3,480 square feet. The covered lanai, including the storage area, contains approximately 485 square feet. The workshop area contains approximately 882 square feet.

Unit C is located closest to Woodlawn Drive as shown on the Condominium Map and consists of twelve (12) rooms (a foyer, a living/dining room, a kitchen, a laundry room, four (4) bedrooms, three (3) full bathrooms and one (1) half bath), a covered lanai and a carport. Unit C contains an approximate net living floor area of 2,239 square feet. The covered lanai contains approximately 384 square feet. The carport contains approximately 408 square feet.

EXHIBIT B

The Common Elements

The following portions of the Project are designated as the "common elements", including specifically but not limited to:

- (a) The land in fee simple;
- (b) All pipes, wires, conduits or other utility or service lines running through one apartment or house site which are utilized for or serve more than one apartment or house site and any other appurtenant installations for common services, except as otherwise defined as a limited common element;
- (c) The private park shown on the Condominium Map;
- (d) Parking stalls 9, 10 and 11; and
- (e) The driveway that provides access to Woodlawn Drive.

The Limited Common Elements

Certain parts of the common elements, called the "limited common elements", are hereby designated and set aside for the use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

- (a) Unit A: The land over which Unit A is constructed and the area surrounding Unit A (labeled as Limited Common Area for Unit A on the Condominium Map), which includes a portion of a concrete swale, the retaining wall (now or hereafter constructed) and Parking Stalls 6, 7 and 8 are designated as limited common elements appurtenant to and for the exclusive use of Unit A, all as shown on the Condominium Map. Limited Common Area for Unit A, including Parking Stalls 6, 7 and 8, contains approximately 5,482 square feet.
- (b) Unit B: The limited common elements appurtenant to and for the exclusive use of Unit B, as shown on the Condominium Map, include:
 - (1) The land over which Unit B is constructed and the area surrounding Unit B (labeled as Limited Common Area for Unit B on the Condominium Map), which includes the yard area adjacent to the covered lanai, the concrete walk running parallel to the concrete swale mauka of Unit B, the entry walkway, the stairway adjacent to the covered lanai and the stairway to the second-story portion of Unit B. The Limited Common Area for Unit B, including Parking Stalls 4 and 5, contains approximately 9,262 square feet.
 - (2) Parking Stalls 4 and 5.
 - (3) The slope area and concrete swale adjacent to (mauka of) Unit B.
 - (4) The concrete walkway and grass area adjacent to Parking Stall 5.
 - (5) The storage area located beneath the stairway adjacent to the covered lanai of Unit B.

(c) Unit C: The limited common elements appurtenant to and for the exclusive use of Unit C, as shown on the Condominium Map, include:

- (1) The land over which Unit C is constructed and the area surrounding Unit C (labeled as Limited Common Area for Unit C on the Condominium Map), which includes the yard area adjacent to Unit C, the entry and carport containing Parking Stalls 1, 2 and 3, the swimming pool, swimming pool pump, swimming pool solar heater on the roof of Unit C, and concrete deck surrounding the swimming pool and chain link fence surrounding the swimming pool area. The Limited Common Area for Unit C, including Parking Stalls 1, 2 and 3, contains approximately 8,773 square feet.

(d) The limited common elements appurtenant to and for the exclusive use of Units B and C as shown on the Condominium Map include:

- (1) The landscaped planter area between the entry walkways of Units B and C;
- (2) The yard and concrete area between Units B and C and adjacent to the storage area of Unit B; and
- (3) Any electrical line serving only Units B and C.

EXHIBIT C

Permitted Alterations to an Apartment or Lot Area

Each apartment owner shall have the right, upon obtaining the prior written consent of the holders of all mortgages affecting such apartment owner's apartment, to improve, renovate, remodel, make additions to, landscape, enlarge, remove, replace or restore the apartment, the Lot Area for the apartment, or portions thereof (herein collectively called the "changes"), subject to the following conditions:

(a) All plans for any such changes shall be prepared by a licensed architect or professional engineer registered to do business in the State of Hawaii and such plans shall conform with all applicable ordinances, rules, regulations and building codes.

(b) No change to an apartment shall be made outside of the Limited Common Area appurtenant to the apartment without the prior written approval of the Board; no change shall affect any common element or limited common element other than limited common elements appurtenant to such apartment, unless the apartment owner first obtains the written consent of any other affected apartment owner; and no change to an apartment will be made if the effect of such change would be to exceed the apartment's proportionate share of the allowable floor area allocated to the apartment, which allowable floor area shall be the not more than the following floor area allowed for the project:

Unit A: 33 1/3%

Unit B: 33 1/3%

Unit C: 33 1/3%

Each apartment shall be entitled to at least the percentage share that it now contains of the allowable floor area allowed for the project. If any apartment desires to enlarge its floor area, each apartment shall be allowed to do so, subject to the other conditions contained in this paragraph, as long as such apartment's percentage share of the allowable floor area does not exceed the percentage set forth in this paragraph.

(c) Any change shall be at the expense of the apartment owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other apartment owners' use of their apartment.

(d) During the entire course of construction, the apartment owner making such change will cause to be maintained at such apartment owner's expense builder's all-risk insurance in an amount not less than 100% of the estimated cost of construction. The Association and any apartment mortgagee who so requires shall be named as additional insureds and, upon the request of the Association, evidence of such insurance shall be deposited with the Association.

(e) Prior to commencement of the construction of any change, and as a condition thereto, the apartment owner making such change shall give reasonable assurance to the Association of the apartment owner's financial ability to complete and to pay for the change.

(f) The owner of the changed apartment shall have the right to utilize or connect to any existing lines for electricity, phone, other communications lines, sewer and other utilities and services and, if required, to request from the Association any grant of easements and rights-of-way over, under and on the common driveway as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project, except for a temporary interruption of a reasonable duration to allow for installation or repairs of such services.

(g) Promptly upon completion of any change permitted under this section, the owner of the changed apartment, at such owner's sole cost and expense and without the consent or joinder of any other person

except the holders of all mortgages affecting the apartment but with the prior review and consent of the Board, which shall not be unreasonably withheld or delayed (but which shall be subject to the payment by the owner of the cost to the Board for review of such amendment), shall duly record an amendment to the Declaration reflecting the changes to such apartment, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

(h) Restoration or replacement of the common elements shall be undertaken by the Association or any apartment owners pursuant only to an amendment of this Declaration, approved by not less than sixty-seven percent (67%) of the owners of the common interests and accompanied by the written consent of the holders of first mortgages on apartments to which at least fifty-one percent (51%) of the votes of apartments subject to such mortgages are allocated (if the lienholders require such consent) affecting any of the apartments, in accordance with complete plans and specifications therefor prepared by a licensed architect or engineer if so required by the Board, first approved by the Board. Promptly upon completion of any such restoration or replacement, the Association shall duly file such amendment together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or engineer.

(i) The owners of Unit B and Unit C collectively shall have the right to separate the physical attachment between Unit B and Unit C, subject to and in accordance with the provisions of this section. In connection with such separation, the owners of Unit B and Unit C collectively shall have the right to adjust the common boundary between their respective Limited Common Areas to provide a right-of-way, not less than four (4) feet wide, to and from the Private Park and the parking area shown on the Condominium Map. Such right-of-way shall become a Common Element of the Project and the portion of the Common Element land makai of the Limited Common Area for Unit C, which currently provides access to the Private Park, shall become part of the Limited Common Area for Unit C. The owner of Unit C shall have the right to install a fence along the boundary of the Limited Common Area for Unit C provided that the fence is entirely within the Limited Common Area for Unit C.

(j) Except as otherwise provided in this section, no apartment owner shall do any work which jeopardizes the soundness or safety of the Project, reduces the value thereof or impairs any easement or hereditament, as reasonably determined by the Board.

EXHIBIT D

Encumbrances Against Title

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Designation of Easement "1" (10 feet wide) shown on Map 79, as set forth by Land Court Order No. 16057, filed February 28, 1958, as amended by Land Court Order No. 16640, filed October 27, 1958.
3. Grant dated July 10, 1958, recorded in said Office as Land Court Document No. 245512 in favor of City and County of Honolulu affecting Easement "1".
4. Delineation of easement for storm drain purposes, as shown on Map 135, as set forth by Land Court Order No. 25676, filed on May 16, 1966.
5. Grant dated February 18, 1966, recorded in said Office as Land Court Document No. 390929 for storm drain purposes.
6. Designation of Easement "7" shown on Map 147, as set forth by Land Court Order No. 41229, filed January 9, 1975.
7. Declaration of Restrictive Covenant dated September 10, 1992, recorded in said Office as Land Court Document No. 1956920.
8. Declaration of Restrictive Covenants (Private Park) dated March 25, 1993, recorded in said Office as Land Court Document No. 2020119.
9. The restrictions, reservations, covenants, conditions, agreements, obligations, terms, provisions and easements set forth in the Declaration of Condominium Property Regime of the Project dated May 3, 2002, recorded in said Office as Land Court Document No. 2810546, as the same may have been and may hereafter be amended.
10. The restrictions, reservations, covenants, conditions, agreements, obligations, terms, provisions and easements set forth in the Bylaws of the Association of Apartment Owners of the Project, dated May 3, 2002, recorded in said Office as Land Court Document No. 2810547, as the same may have been and may hereafter be amended.

NOTE: Lot 188-B will have access to Woodlawn Drive over Easements "6" and "7", as set forth by Land Court Order No. 41229, filed January 9, 1975.

NOTE: Units A, B and C are also encumbered by the following mortgages:

1. As to Unit A – Mortgage dated July 22, 2009 in favor of Bank of Hawaii, a Hawaii corporation, recorded in said Office as Land Court Document No. 3882474 and noted on Transfer Certificate of Title No. 644,455.
2. As to Unit B – Mortgage dated June 27, 2007 in favor of Mortgage Electronic Registrations Systems, Inc., solely as nominee for Central Pacific Homeloans, Inc., a Hawaii corporation, recorded in said Office as Land Court Document No. 3623090 and noted on Transfer Certificate of Title No. 644,456.
3. As to Unit C – Mortgage dated September 12, 2008 in favor of Bank of Hawaii, a Hawaii corporation, recorded in said Office as Land Court Document No. 3790135 and noted on Transfer Certificate of Title No. 644,457.

EXHIBIT E

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

1. Whether a purchaser will be obtaining a mortgage loan to cover part of the purchase price.
2. That the apartment will be subject to various other legal documents which the purchaser should examine.
3. That certain expenses, such as property taxes and insurance premiums shall be prorated as of the date of closing.
4. That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
5. That the Seller may take any or all of the following actions if Buyer fails to pay the balance of the purchase price or complete the purchase:
 - a. Bring an action for damages for breach of contract.
 - b. Retain the initial deposit and all additional deposits as liquidated damages.
 - c. Hold Buyer responsible for any costs incurred in accordance with the sale contract.
6. The Sales Contract is not assignable without the Developer's consent.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT F

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

1. Escrow will let purchasers know when payments are due.
2. Escrow will arrange for purchasers to sign all necessary documents.
3. The Escrow Agreement says under what conditions a refund will be made to the purchaser:
 - a. A purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such purchaser, without interest, if any one of the following has occurred:
 - (i) Developer and the purchaser shall have requested Escrow in writing to return to the purchaser the funds of the purchaser held hereunder by Escrow; or
 - (ii) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or
 - (iii) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised such purchaser's right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or
 - (iv) The purchaser has exercised such purchaser's right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.
4. If a purchaser defaults under a Sales Contract, purchaser's funds will be held by Escrow as the funds of the Developer.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

EXHIBIT G

**ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
Unit A	\$345.51 x 12 = \$ 4,146.12
Unit B	\$487.35 x 12 = \$ 5,848.20
Unit C	\$297.20 x 12 = \$ 3,566.40
	\$13,560.72

Note:

The estimated maintenance fees for each Unit as shown above differ even though each Unit has a 1/3 interest in the project. As explained on the following page, the reason for the difference is that bi-monthly water bills vary depending on usage and the Association apportions the water bill among the three Units based on the number of occupants per Unit for the billing cycle.

All costs associated with the maintenance of each apartment and its respective limited common elements are the sole responsibility of each apartment owner.

The developer anticipates that the Association will elect to require each owner to obtain separate fire and liability insurance for his apartment and name the Association as an additional insured. In such case, insurance premiums will be the individual responsibility of each apartment owner.

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency

Estimate of Maintenance Fee Disbursements:

Monthly Fee x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

☐ common elements only

☐ common elements and apartments

Elevator

Gas

☐ common elements only

☐ common elements and apartments

Refuse Collection

Telephone

Water and Sewer

\$682 x 6(*) = \$ 4,092.00

Maintenance, Repairs and Supplies

Building

Grounds – Private Park (monthly yard service)

\$540 x 12 = \$ 6,480.00

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Reserves(**) - \$15,000 for driveway repair in 10 years
(assumes a 3% investment rate)

\$249.06 x 12 = \$ 2,988.72

Taxes and Government Assessments

Audit Fees

Other

TOTAL

\$13,560.72

I, David G. Watumull, Jr., as Developer for The 3661 Woodlawn Drive Project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.


Signature

2/8/2010
Date

(*) Bi-monthly water bills vary depending on usage. The Association apportions the water bill among the three Units based on the number of occupants per Unit for the billing cycle.

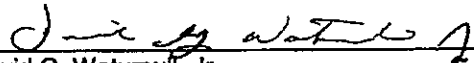
(**) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

Developer's Explanation Regarding Replacement Reserve Estimates

In arriving at the figure for "Reserve Contributions" as set forth above, a reserve study in accordance with HRS Section §514A-83.6 or in accordance with Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended, was not conducted. The figure is an estimate prepared by the Developer based on reasonable projections of reserve requirements.

Dated: Honolulu, Hawaii; Feb. 2, 2010


David G. Watumuli, Jr.

End of EXHIBIT G

EXHIBIT "H"

TO WHOM IT MAY CONCERN

FROM:

TOM HACKETT
Architect

DATE:

NOV. 27 '01

I have inspected the buildings which are a part of 3661 WOODLAWN DRIVE ^{PROJECT} at HONOLULU, Hawaii, and my observations during this inspection are as follows:

- ✓ 1. From my visual inspection of the existing buildings, the buildings appear to be in good structural condition.
- ✓ 2. The electrical and plumbing systems appear to be in good working order.
- ✓ 3. I am making no statement or representations with regard to the expected useful life of the structures.

Very truly yours,

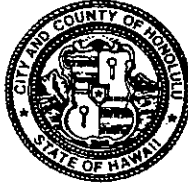
Tom Hackett
Architect
Registration No. AR 6029

EXHIBIT I

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
Phone: (808) 523-4414 • Fax: (808) 527-6743

12/4/02

JEREMY HARRIS
MAYOR



ERIC G. CRISPIN, AIA
ACTING DIRECTOR

LORETTA K. C. CHEE
DEPUTY DIRECTOR

2002/ELOG-1830(RLK)

December 3, 2002

Mr. Galen C. K. Leong
Ashford & Wriston
A Law Corporation
Post Office Box 131
Honolulu, Hawaii 96810

Dear Mr. Leong:

Subject: Condominium Conversion Project
3661 Woodlawn Drive
Tax Map Key (TMK): 2-9-59: 78

This is in response to your letter dated June 20, 2002 requesting verification that the structures on the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the two-story two-family detached dwelling and the two-story single-family detached dwelling with nine all-weather-surface off-street parking spaces met all applicable code requirements when they were constructed in 1957 and 1985, respectively, on this 41,518-square foot R-10 Residential District zoned lot.

Investigation also revealed the following:

1. Approval was granted on June 14, 1973 (73/ZBA-31) to allow a subdivision of a flag lot into two flag lots and the joint use of the existing driveway access on TMK: 2-9-59: 44.
2. Approval was granted on August 22, 1974 (73/SUB-386) to subdivide TMK: 2-9-59: 44 (lot 188) into two lots: Lot 188-A of 13,884 sq. ft. (TMK: 2-9-59: 44) and Lot 188-B of 41,518 sq. ft. (TMK: 2-9-59: 78) with designation of Easements 2 and 3 for access purposes. The two buildings are located on TMK: 2-9-59: 78.

Mr. Galen C. K. Leong
December 3, 2002
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3. Approval with conditions was granted on August 25, 1992 (92/VAR-34) to allow the conversion of a single-family dwelling to a two-family dwelling for TMK: 2-9-59: 78.
4. Approval was granted on May 28, 1993 (92/Park-46) to provide required Park Dedication for a multi-family development.
5. Building permit 339794 was obtained on August 11, 1993 to convert the single-family dwelling into a two-family dwelling.

No other variances or special permits were granted to allow deviations from any applicable codes.

For your information, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create a separate lot of record.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of our Commercial and Multi-family Code Enforcement Branch at 527-6341.

Sincerely yours,


ERIC G. CRISPIN, AIA
Acting Director of Planning and Permitting

EGC:ft
Dec 191899